LAW OFFICE OF DAVID T. CHAPMAN

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December 12, 2012

VIA U.S. Mail & EMAIL

Lynda Deschambault, Remedial Project Manager U.S. Environmental Protection Agency 75 Hawthorne Street, SFD-7-1 San Francisco, CA 94105 deschambault.lynda@epa.gov

Stephen Berninger, Assistant Regional Counsel U.S. Environmental Protection Agency 75 Hawthorne Street, ORC-3 San Francisco, CA 94105 berninger.stephen@epa.gov

RE: Mission Linen Supply's Supplemental CERCLA §104(e) Response Omega Superfund Site, Operable Unit-2 (OU2), Whittier California

Dear Ms. Deschambault & Mr. Berninger:

This letter corrects the administrative record by supplementing Mission Linen Supply's ("Mission's") December 3, 2009 response to the United States Environmental Protection Agency's ("EPA's") October 26, 2009 CERCLA §104(e) Request for Information related to the Omega Superfund Site in Whittier, California.

I. INTRODUCTION

Mission bases this supplemental §104(e) response on its ongoing background investigation into the ownership and operational history of Mission's former industrial laundry and linen supply facility located at 11920 E. Washington Boulevard, Whittier, California (the "Site").

The Declaration of Russell R. Greaver ("Greaver Decl.,"), attached hereto as **Exhibit A**, supports the facts herein. Mr. Greaver is Mission's former President and Chief Operating Officer. (Greaver Decl. ¶¶

2,5.) He is nearly years old, and was involved in Mission's purchase of the Site from Seller in February 1973. (Id. at ¶¶ 3,5.) No other witness has his level of knowledge and understanding of the Site's ownership and operational history. (Id.) He is willing to provide deposition testimony to help clarify current misconceptions about the Site by other parties. (Id. at ¶ 3.)

Mission has been designated an OU2 Potentially Responsible Party ("PRP") because it is the Site's current owner and former operator. EPA identified the Site as a downgradient source area contributing contaminants to OU2, the regional groundwater "Omega plume" located downgradient of the Omega Chemical Corporation Superfund site (OU1). EPA did not name Seller (the Site's former owner), or Whittier Laundry & Fashion Cleaners ("Whittier Laundry")(it's former operator), or any other former or current Whittier area dry cleaner, as an OU2 PRP.

This supplemental §104(e) response outlines the following facts, which show that Mission is an innocent landowner / de minimis OU2 PRP:

- Mission never conducted any dry cleaning at the Site, and never used, stored, or disposed of PCE there.
- Whittier Laundry, the Site's operator prior to Mission, used one dry cleaning machine on-Site between \sim 1960 February 1973 (prior to Mission ownership).
- When Mission acquired the Site in February 1973 to expand its linen supply operations in the Whittier area, it converted the former dry cleaning building into an industrial laundry facility.
- Mission purchased the Site at fair market value and conducted thorough environmental due diligence exceeding the relevant standard of care for such investigations in 1972-1973 prior to purchasing the Site.
- At the time of acquisition, Mission: (1) did not know, and had no reason to know, that any hazardous substance had been disposed of or stored on the Site; (2) was unaware of any actual or potential soil or groundwater contamination there from any Seller disclosures or other sources; and (3) did not assume any of Seller or Whittier Laundry's environmental liabilities through the purchase.
- Neither Seller nor Whittier Laundry informed Mission that the Site was actually or potentially contaminated likely due to the fact that PCE was unregulated at the time.
- When Mission acquired the Site, PCE was a widely commercially used substance and was unregulated by any federal or state law.
- When PCE regulations came into existence years after Mission acquired the Site, Mission had already completely wound down operations by 1987.
- During a corporate re-organization in 1996 the new corporate entities conducted environmental due diligence at the Site which, due to new state and federal regulations and detection technology, PCE was discovered in the area of Whittier Laundry's former dry cleaning building.

- Mission immediately reported the PCE contamination to the Los Angeles Regional Water Quality Control Board ("RWQCB"), and under its oversight took reasonable steps to mitigate Whittier Laundry's potential impacts to human health and the environment.
- Mission has spent over \$1.4 million to proactively investigate, remediate and monitor Whittier Laundry's PCE impacts to the Site's soil and groundwater under RWQCB oversight.
- Mission has remediated the Site to the satisfaction of the RWQCB, and has a pending No Further Action ("NFA") request.
- The Site has historically been on the outside or on the very outer periphery of the Omega plume, which expanded and subsumed the Site in 2008 after Mission conducted successful source area remediation of Whittier Laundry's on-Site impacts.
- Whittier Laundry's PCE plume is a small contributor / de minimis OU2 orphan share constituting ~1% of the total volume of the Omega plume.
- Under EPA oversight and at their request, Mission commenced semi-annual groundwater monitoring in August 2012 to support EPA's interest in defining the edge of the Omega plume and monitoring groundwater flow direction.

II. FACTUAL BACKGROUND

A. Acts or omissions of persons that may have caused the release or threat of release of hazardous substances at the Site.

Mission is a family owned privately-held linen supply and industrial laundry company founded in 1930. When Mission acquired the Site in 1973 as part of its linen supply business expansion in the Whittier area, Whittier Laundry never disclosed that it had disposed or stored any hazardous waste there or that the Site was contaminated. There were no other indicators available to Mission at the time they performed pre-purchase due diligence to apprize them of any such issues of concern. (Greaver Decl. ¶¶ 9, 12.)

Mission acquired the Site for Whittier Laundry's linen supply customer base and never engaged in any dry cleaning operations whatsoever at the Site or used PCE there. (Greaver Decl. ¶¶ 6, 13.) Mission's business model has always focused on the industrial water based laundry and linen supply of rented linen, towels, and garments for commercial accounts such as hotels, restaurants, and hospitals, and did not include any dry cleaning operations using PCE. (\underline{Id} . at ¶ 9.)

Mission purchased the Site at fair market value from George F. Downing and Nancy D. Downing & James A. Tuma and Daphne L. Tuma (collectively "Seller"), who transferred it via Grant Deed on February 28, 1973 ("Grant Deed"), and Mission did not assume any of Seller or Whittier Laundry's environmental liabilities through the purchase. (A copy of the Grant Deed is attached hereto as **Exhibit B**; Greaver Decl. ¶6,11,12.) Mission then expended considerable funds remodeling and retrofitting the Site and obtaining new water washing equipment to accommodate its linen supply and industrial laundry operations. (Greaver Decl. ¶15.)

In 1972 local linen supply industry purveyors informed Mission that Whittier Laundry had financial problems and was trying to get out of the commercial laundry business. (Greaver Decl. ¶ 10.) Mission specifically sought and obtained the goodwill of Whittier Laundry's linen supply business, and the Site was attractive to Mission since it was already an operational facility with the necessary sewer line and water supply hook-ups for Mission's planned linen supply and water supplied industrial laundry operations. (Id. at ¶ 10.)

Purchase negotiations lasted approximately three months, between mid-December 1972 to the end of February 1973. (Greaver Decl. ¶ 11.) Before the purchase, Mission conducted thorough due diligence including multiple Site inspections by several high-level employees over a two to three month period and multiple meetings with Whittier Laundry staff and personnel. (Id.) At least four Mission representatives, including members of its Board of Directors and a company engineer, conducted two to three Site inspections of the sewers, settling tanks (i.e., clarifiers/sumps), and washing equipment, and verified related permitting issues with the City of Whittier. (Id. at ¶11.) They never observed any visible signs of contamination, nor were any indicators of such disclosed to them by Whittier or any third-parties. (Id. at ¶12.)

This level of due diligence was equivalent to a modern-day Phase I Site investigation (which was not required or even in existence in its current form in the early 1970s), and exceeded the standard of care for real estate transactions in 1973. (See, e.g., Greaver Decl. ¶ 11.) Mission's multiple Site inspections during purchase negotiations, its detailed level of inquiry into Whittier Laundry's commercial laundry facility, and its discussions with governmental entities regarding wastewater and other permitting issues prior to the purchase, show that Mission could not possibly have done more to determine any improper waste disposal or related contamination on the Site. (Greaver Decl. ¶¶11,12.)

Whittier Laundry's former dry cleaning operation played no role in the Site purchase due to there being no requirement for real estate transaction environmental due diligence and no plans of Mission to revive such dry cleaning operations. (Greaver Decl. ¶¶12,16.) The testing for hazardous wastes such as PCE during real estate transactions did not become common practice until decades after the purchase, and was not possible in 1973 on a practicable commercial basis. (Id. at ¶16.) PCE was not recognized or regulated as a hazardous substance until the late 1980's, and even then its detection limits evolved dramatically over the next decade based on growing scientific data and public awareness.

Generally, commercial laundries own the goods they process and supply them to customers on a rental basis. (Greaver Decl. ¶7.) Some facilities also launder customer owned uniforms and textiles, which the industry has referred to as "Not Our Goods" ("NOGs"). (Id.) Upon taking over the Site, Mission transitioned to its typical linen supply model, which involved laundering uniforms and textiles that Mission owned and rented out to its customers. (Id. at ¶ 15.) Mission did not use PCE in its linen supply or industrial laundry operations. (Id. at ¶ 20.)

B. The care Mission exercised with respect to hazardous substances found at the Site.

In 1996, nine years after Mission ceased all Site operations (in 1987), and three years after Mission demolished all structures on Site (in 1993), a corporate reorganizational Site environmental investigation detected a PCE source area at Whittier Laundry's former dry cleaning building, which Mission promptly

reported to the RWQCB. Mission cooperated with the RWQCB and proactively conducted investigation, remediation, and monitoring activities under the oversight and direction of the RWQCB in order to comply with regulations prevent any harm to human health and the environment, and successfully remediated Whittier Laundry's historic PCE impacts to the Site soils and groundwater to the RWQCB's satisfaction. Mission has spent approximately \$1.4 million dollars to address Whittier Laundry's historic PCE impacts.

The regional groundwater contamination commonly known as the "Omega plume" contains a wide array of OU2 contaminants of concern ("COCs") in contrast to Whittier Laundry's essentially "pure PCE" source. While the Site has historically been just outside or on the periphery of the Omega plume, the Omega plume expanded and subsumed the groundwater below the Site in about 2008 after Mission had effectively remediated Site's source area soil and groundwater. Mission conducted final soil and groundwater remedial actions in 2009 through 2011 at the request of the RWQCB.

Mission's Site environmental investigation, remediation, and monitoring activities under RWQCB oversight from the late 1990s through June 2012 are well documented in the public record. Mission currently has a No Further Action ("NFA") request pending with the RWQCB based on a May 17, 2012 meeting and subsequent June 15, 2012 report submitted by Mission, and is negotiating a settlement of its alleged OU2 liabilities related to the former Whittier Laundry dry cleaning operations.

Under EPA oversight and at its request, Mission commenced ongoing semi-annual groundwater monitoring in 2012 to support the EPA's interest in defining the edge of the Omega plume and monitoring groundwater flow direction.

In light of the facts and circumstances outlined in this supplemental §104(e) response, Mission is an innocent landowner that has remediated the contamination of prior Site operator Whittier Laundry.

Please contact me at (415) 613-9483 at your earliest convenience in order to set up a Mission / EPA meeting to discuss the facts outlined above and their affect on Mission's purported liability as an OU2 PRP.

Sincerely,

David T. Chapman

Attorney for Mission Linen Supply

EXHIBIT A

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7	Attorney for Mission Linen Supply		
8	I BUTED OT A TEC		
9	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY		
10	REGION IX		
11		1	
12	IN THE MATTER OF:	U.S. EPA Docket No. CAD042245001	
13	Omega Chemical	DECLARATION OF RUSSELL R.	
	Superfund Site, OU-2	GREAVER	
14	Whittier, California		
15	B 1: 1-9-4:104(-)(2)		
16	Proceeding under Section 104(e)(2) of the Comprehensive Environmental		
17	Response, Compensation, and		
	Liability Act of 1980, as amended,		
18	42 U.S.C. § 9604(e)		
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1. I am over 21 years of age and am not a party to the above-captioned matter. I have personal knowledge of the facts set forth herein, and if called as a witness, could and would testify competently with regard to those facts.

- 2. This declaration outlines facts related to the former linen supply and industrial laundry facility that Mission Linen Supply ("Mission") (formerly "Mission Linen of Turlock") operated at 11920 East Washington Boulevard, Whittier, California 90606 (the "Site").
- 3. I was born on and am currently a retiree over years old.

 I am willing to offer deposition testimony related to the facts outlined in this declaration.
- 4. Mission representatives recently contacted me to see if I have any knowledge or recollection of the Site because the United States Environmental Protection Agency has named Mission as a potentially responsible party in Operable Unit 2 (OU-2) of the Omega Chemical Corporation Superfund Site, in Whittier, California in relation to the Site.
- 5. I was personally involved in Mission's acquisition of the Site, and signed a related February 28, 1973 Notice to Creditors along with John Erickson (deceased), Mission's former President & Officer. Mission's founder Ben Page, its in-house

attorney Henry Logan, and Pete Peterson, a former Mission engineer, were also involved in the Site purchase, but all have since passed away. I am the sole surviving Mission witness who was involved in the purchase, and do not believe anyone else has my level of knowledge and understanding regarding Mission's purchase, ownership, and operational history of the Site during my tenure with Mission, which ended in 1982. I was an employee of Mission for approximately 27 years, from 1956 to 1982, during which time I held various positions with the company including District Manager before serving on the Board of Directors as President and Chief Operating Officer.

- 6. Mission never conducted any dry cleaning or used any PCE at the Site.

 Before Mission took over the Site in or about March 1973, a company doing business as Whittier Laundry Fashion Cleaners ("Whittier Laundry") was operating a commercial laundry / linen supply and dry cleaning operation there. Mission was unaware of, and did not assume, any of Seller's or Whittier Laundry's environmental liabilities related to the Site as part of the acquisition.
- 7. Generally, industrial laundries own the goods they process and supply them to customers on a rental basis. Some facilities also launder customer owned uniforms and textiles, which the industry refers to as "Not Our Goods" ("NOGs"). Historically, Whittier Laundry operated a NOG linen supply in a large building on

the northern part of the Site fronting East Washington Boulevard, and had a dry cleaning facility in the smaller building out back on the southern portion of the Site.

- 8. Whittier Laundry had ceased its on-Site commercial laundry and dry cleaning operations and PCE use prior to Mission's acquiring the Site in February 1973.

 Mission immediately removed Whittier Laundry's leftover dry cleaning equipment upon taking over the Site.
- 9. Before Mission bought the Site, Mission already had a linen supply customer base of hotels and restaurants in the Whittier, California area and wanted to expand these operations. Mission's business model has always focused on linen supply and industrial laundry for large commercial accounts such as hotels, restaurants, hospitals, and uniform customers, including dealerships, industrial customers and utilities, not on dry cleaning operations using PCE.
- 10. I first learned about the Site sometime in late 1972, when industry purveyors in the Whittier area informed Mission employees that Whittier Laundry was having financial problems and trying to get out of the business. Mission occasionally acquired various properties and industrial laundry equipment through word of mouth from such industry purveyors. I do not believe the Site was listed on the real estate market when Mission approached its owners regarding a possible sale.

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11. On February 28, 1973, Mission acquired the Site at what I believe was fair market value at the time via Grant Deed from George F. Downing and Nancy D. Downing & James A. Tuma and Daphne L. Tuma (collectively "Seller"). I do not recall Seller offering any discount in the sale price. The Site was attractive to Mission since it was a commercial laundry facility with an existing linen supply customer base and the necessary sewer and water supply hook-ups in place that were able to handle Mission's planned linen supply and industrial laundry operations. Obtaining new sewer hookups was very costly at the time, and most areas would not allow new linen supply facilities to move in. Since Seller was struggling financially, it welcomed Mission's offer to purchase the Site. Negotiations between Mission and Seller lasted approximately three months, between mid-December 1972 to the end of February 1973. During this time, approximately three Whittier Laundry employees were involved in showing the Site to Mission representatives and explaining their linen supply operations and related system functions, which Mission was particularly interested in. I spoke with Seller (mostly chit chat) a few times before Mission bought the Site. Whittier Laundry had used the Site's large northern building for its linen supply operations. Before Mission closed the deal with Seller, I, along with three other Mission representatives including Board Members John Erickson and Ben Page, and Pete Peterson, one of Mission's engineers, conducted two to three Site visits and

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12. During the pre-purchase inspections, I noted the Site's general disarray and disrepair of the laundry equipment - likely resulting from poor management and Seller's financial situation – but I did not observe any obvious signs of improper disposal or hazardous waste contamination. At no time did Seller or any Whittier Laundry employees report any actual or potential contamination to me, and my colleagues never indicated having any knowledge or suspicion of same. I am not aware of any leaks or spills of chemicals of any type on-Site either before or after the purchase. Because Whittier Laundry's dry cleaning equipment was not in operation at the time of the Site purchase, and thus played no role whatsoever in Mission's acquisition of the Site, I did not believe that the Site was in any way contaminated. Due to the fact that in 1973 there was no awareness within the industry or outside it that there were environmental concerns related to dry cleaning, at the time Mission acquired the Site, Whittier Laundry's dry cleaning operation did not raise any red flags. I would not have encouraged Mission to purchase the Site had I known about any contamination, or if I had any reason to believe that PCE or any other hazardous substance had been disposed of or spilled

there. I had no idea that Mission was acquiring contaminated property when it bought the Site.

- 13. When Mission moved its operations on to the Site in or about March 1973, it immediately removed the old idle dry cleaning equipment that Whittier Laundry left behind. Mission then started retrofitting the Site's existing buildings for linen supply and industrial laundry uses. The Site acquisition arose out of the expansion of Mission's linen supply business, and as part of the transaction, Mission specifically sought and acquired the goodwill of Whittier Laundry's linen supply customer base. The trucks that Mission obtained from Whittier Laundry were not big enough or in good enough shape for Mission to use, so we got rid of them.
- 14. While Mission retrofitted Whittier Laundry's former dry cleaning building into an industrial laundry facility, Mission used the Site's large northern building for both its linen supply (75% of Site operations) and temporarily for industrial laundry (25% of Site operations). Upon completing the retrofit of the former dry cleaning building in April 1974, Mission operated a linen supply in the large building on the Northern portion of the Site, and an industrial laundry in the former Whittier Laundry dry cleaning building on the southern portion of the Site.
- 15. Upon taking over the Site, Mission weaned off Whittier Laundry's NOG-based linen supply and transitioned to Mission's normal linen supply model, which involved laundering uniforms and textiles that Mission owned and rented out. In

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the year following the purchase, between approximately March 1973 to April 1974, Mission spent a lot of money upgrading commercial laundry equipment and making various Site improvements.

16. During the time I served on Mission's Board of Directors, Mission made every effort to comply with environmental regulations. In 1973, Mission was unaware of any real estate transaction environmental due diligence requirements in existence concerning soil and groundwater investigations prior to purchase. Testing for PCE contamination was not required at the time, and I doubt it was even commercially possible. Since Mission engaged in linen supply and industrial laundry, we made sure to obtain the necessary wastewater discharge permits for our various facilities. In terms of the Site, Mission complied with all effective regulations in place at the time of acquisition by obtaining a permit for discharging industrial laundry wastewater to the sewer. Mission obtained a permit to install a 3,000-gallon sump to pretreat the linen supply / industrial laundry wastewater before discharge to the sewer, and an additional permit to install a 4,000-gallon underground storage tank ("UST") to hold gasoline for Mission's fleet of trucks. Mission's awareness of environmental concerns related to its operations evolved over time consistent with scientific and regulatory developments and the public's awareness.

- 17. At the time Mission acquired the Site, I was working out of Mission's Santa Barbara headquarters. As part of my duties as a Mission Board Member, I frequently visited the Site for meetings.
- 18. I believe a few former Whittier Laundry employees worked for Mission at the Site after the 1973 sale, but I cannot recall any of their names and do not know where they may be now.
- 19. My personal knowledge about the nature and scope of Whittier Laundry's historical dry cleaning operations at the Site is limited to the fact that they used the Site's southernmost building for these operations. I do not know when Whittier Laundry started dry cleaning on-Site, what type of dry cleaning machinery or solvents they used, or any of the related processes, including storage or disposal. These issues never came up during purchase negotiations with Seller since Mission was not at all interested in Whittier Laundry's dry cleaning operation.
- 20. Mission never conducted any dry cleaning operations on-Site, and did not use PCE in its linen supply or industrial laundry operations. Dry cleaning was not part of Mission's business model, which focused on linen supply and industrial laundry for businesses. Mission didn't believe in dry cleaning, which mainly targets individual customers (homes, suits, coats, shirts, etc.) and involves a whole different ballgame, where the customer wants "everything perfect every time."

 Before moving its headquarters to Santa Barbara in 1972, Mission had 14 industrial

laundry and linen supply locations, none of which involved dry cleaning. The Site was the first former dry cleaning facility that Mission acquired as part of its linen supply expansion. Mission had no specialized knowledge or experience concerning dry cleaning when it bought the Site.

- 21. Approximately 50 Mission employees worked at the Site during my tenure with the company. The Site's hours of operation were Monday through Friday 9 a.m. 5 p.m., and the main crew worked an eight hour shift.
- 22. Mission had a permit to discharge wastewater from its linen supply and industrial laundry operations. I was personally involved in the permitting process, and filled out the related forms. I am not aware of there ever being any settlement ponds on the Site at any time before or after the Site purchase. Mission installed 800-900 pound washers, which dumped water to on-Site settling tanks (sumps / clarifiers) on a daily basis. The sumps were 4' x 4' long and 6' deep. Water from the big washers enters the sump and sludge settles at the bottom (this is called cement). Once a month a sewer outfit uses a vacuum to pull the sludge out of the sump and remove it off-Site. This process removes all the dirt and greases from the wash room. When water enters the sump tank, it settles to the bottom because it moves slowly. After settling, the clean water would go to the sewer system. The pipe leaving the sump has an "L" joint that takes the pretreated water out to the sewer system. Some sumps, which Whittier Laundry had used for their linen

supply, were on-Site at the time of Mission's purchase. Mission added others to accommodate its expanded linen supply operation. 4 I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this <u>18</u> day of November 2012, in <u>Fresno</u>, California. Kussell R Greaver 12-3-12 Declarant Date

All Purpose Acknowledgeme	nt	
State of County of		
On 17-3-18, before me, Heather Alarcon (date) a notary public (notary)		
personally appeared, Russen	R FOREQUEN	
personally appeared,	(signers)	
personally known to me — OR — HEATHER ALARCON NOTARY PUBLIC - CAUFORMA COMMISSION • 1965022 FRESHO COUNTY MY COMM. Exp. July 14, 2016	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument	
My Comm. 24. day 14,	WITNESS my hand and official seal	
(seal)	Heather Flarcon	
(Class)	(notary signature)	
OPTIONAL INFORMATION		
The information below is not required by acknowledgement to an unauthorized do	law. However, it could prevent fraudulent attachment of this ocument.	
CAPACITY CLAIMED BY SIGNER (PRINCI	PAL) DESCRIPTION OF ATTACHED DOCUMENT	
Individual Corporation Officer	Dedaration of Russell Greaver	
	Title or Type of Document	
title(s)	Number of Pages	
Partner(s) Attorney-in-Fact	11/98/12	
☐ Trustee(s) ☐ Guardian/Conservator ☐ Other:	Date of Document	
	Other	
SIGNER IS REPRESENTING: Name of Person(s) OR Entity(ies)	Right Thumbprint of Signer (if required)	

EXHIBIT B

152166 CC 2380 SDMS DOCID# 1118498 **D583 1和504 RECORDING REQUESTED BY LAWYERS TITLE INSURANCE CORPORATION RECORDED IN DEFICIAL RECORDS 2 MIL 8 AM APR 13 1973 Mission Linen Supply of Turlock 702 E Monticito Registrar-Recorder Santa Barbara, California 93102 SPACE ABOVE THIS LINE FOR RECORDER'S USE -MAIL TAX STATEMENTS TO same as above OR COMPUTED ON FULL VALUE CESS ETCH STREET OF SALE signature of Declarant or Agent determining tax. Firm Name Grant Deed THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY FOR A VALUABLE CONSIDERATION, receipt of which is bereby acknowledged. GEORGE F. DOWNING and MANCY D. DOWNING and JAMES A. TUMA AND DAPPINE L. TUMA hereby CRANTIS) to MISSION LINEN SUPPLY OF TURLOCK, a California corporation the following described real property in the City of Santa Fe Springs County of ounty of Los Angeles hereof-Exhibit A: , State of California: As per attached and made a part when the same and the same was the same with the same as and the water Subject to: Second Half 1972-73 taxes. Conditions, restrictions, reservations, covenants, easements, rights and rights of way, of record, if any. Dated February 28, 1973 STATE OF CALIFORNIA COUNTY OF LOS Angeles February 28, 1973, before n stored a Notary Rubble in and for said State, perconally appeared George F. Downling, Nancy D. Downling, James A. Tuma and Daphne L. Tuma OFFICIAL SEAL to be the person S whose name S are subscribed to the within JOHN U. GALL OTARY PUBLIC CALIFORNIA instrument and acknowledged this they WITNESS my hand and office PRINCIPAL OFFICE IN My Commission Expires April 16 1976 donn U. Gall Name (Typed or Printed) Escrewior Loan No. MAIL TAX STATEMENTS AS DIRECTED ABOVE

以此,是是一个人,不是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人,也是一个人, 1996年,1997年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1998年,1

PARCEL 1:

That portion of Tract No. 4 of the Bancho Santa Certrudes, in the City of Santa Te Springs, County of Los Angeles, State of California, as per map recorded in Book 1/Page 502 of Miscellaneous Records; in the office of the County Recorder of said County, described as follows:

The Easterly I acre of the Westerly 2 acres of the Northerly 3 acres of that certain 10 acres conveyed by Mrs. Lesh Borton to Joseph See by deed dated on March 25, 1892, recorded on March 5, 1893 as Instrument No. 35, in Book 852 Page 93 of Deeds, records of said County.

Said 3 acres being bounded on the Borth by the old line of Kings lane; 40 feet wide and on the Boar by the land are or forserly of George 9. Cole.

Except the Westerly 17 feet, measured along the Northerly and Southerly line of said Easterly 1 nere

PARCEL 2:

That portion of Tract No. 4 of the Rencho Santa Gertrudes, in the City of Santa Re Springs, County of Los Angeles, State of California, as per map recorded in Book 32 Page 18 of Hiscellaneous Records, in the office of the County Recorder of said County, described as follows:

tegining at a point in the former South Line of King's Line, 40 feet wide, now washington Rouleward, distant Northwesterly 405.98 feet, along said line, from the Borthwest corner of Lot 1 of Tract No. 2329, as per map recorded in Book 26 Rape 7 of Maps, in the office of the County Recorder of said County; thence South 0° 26 West; parallel with the Heaterly line of said Lot 1; a distance of 340.40 feet; thence South 74° 72′ 50° Kast; parallel with said Washington Boutevard, to a point of a line that Map parallel with Said Westerly line of Lot 1 and which passes through a point in the Northerly line of Sinese Avenue, as shown on said map of Tract No. 22°29, distant Southwesterly thereon 357.91 feet from the Southwesterly corner of Maid Lot 1, said point being the true point of beginning; thence continuing South 78° 22° 50° Bast parallel with said Washington Boutevard, to the Northwesterly corner on the land described in Parcel 1 of the deed to Maryin E. Kirkwood and vice, recorded on October 15, 1962, as Instrument No. 413; in Mobil I 1797 Fage 477, Official Records of said County; thence Southerly along the Westerly Line of said I and of Kirkwood 107.85 feet, thence Westerly, at right angles, the Kirkwood the true point of beginning; thence Northerly slong and these mentioned parallel line to maid true point of beginning; thence Martherly slong and these mentioned parallel line to maid true point of beginning.

PARCEL 3:

The Westerly 1 foor of that part of Truct No. 4 of the Santa Gertrudes, in the City of Santa Fe Springs; County of Los Engeles, State of Celifornia, as per nay recorded in Read 1 Page 502 of Miscellaneous Records, in the Office of the County Recorder of said County described as follows:

continued.

LEGAL DESCRIPTION continued. . .

The Easterly one some of the Northerly 3 seres of that certain 10 acres conveyed by Era; Leah Morton to loseph See, by deed recorded in Book 852 Page 93 of Deeds

EXCEST any portion of Center Street (formerly Rings Lane) 40 feet wide, said 2 zeros being hounded on the North by the Old Line of Kings Lane 40 test wide and on the East by Land now or formerly of George W. Cole.

PARCEL 4:

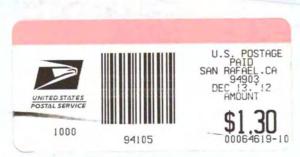
An essement for road and never purposes and any and all public utilities over that portion of Tract No. 4 of the Santio Santa Gertrudes, in the City of Santa Te Springs, County of Los Angeles, State of California, as per map recorded in Nost 32 Page 18 of Miscellaneous Records, in the office of the County Recorder of said County Included within a strip of Land, 30 feet wide, lying 15 feet on each side of the following described line:

Regimning at a point in the former South line of King's Line, 40 feet wide, now Yashington Boulevard, distant Northwesterly 405.98 feet, along said line, from the Northwest corner of Lot 1 of Tract No. 2329, as per man recorded in Boot 25 lags I of haps, in said County Recorder's office; themse South 0 28 Nest; purallel with the Westerly line of said Lot 1, a distance of 300.40 feet; themse South 76 22 50 last, parallel with said Washington Boulevard to a line that is parallel with agin Westerly line of Lot 1 and which passes through a point in the Northerly line of Slauson Avenus, as shown on said map of Tract No. 2329, distant Southwesterly thereon 126.955 feet from the Southwesterly corner of said Lot 1, being the true point of beginning; thence south 0 28 West; along said parallel line, to the Northerly line of said Slauson Avenus; the side Lines of said 5 foot strip shall be shortened or lengthened so as to terminate Northerly in said Northerly line of Slauson Avenus.

Excepting from seld agric of land that portion included within the lines of the land described in Earcel 1 of the deed to Marvin E. Kirkwood and wife, recorded on Geomber 15, 1962 as Instrument No. 413 in Book D 1787 Page 477, Sefficial Reports of wald County.

ALSO EXCEPT therefrom that portion included within the lines of Percel 2 shows

David T. Chapiman, Esq Law Office of David T. Chapman 24 Professional Center Parkway, Suite 190 San Rafael, CA 94903



Lynda Deschambault, Remedial Project Manager U.S. Environmental Protection Agency 75 Hawthorne Street, SFD-7-1 San Francisco, CA 94105